

Detention Services Agreement by and between Sequoyah Enterprises, Inc. and the Board of County Commissioners of Muskogee, Oklahoma.

This agreement made this _____ day of _____, between Sequoyah Enterprises, Inc., hereinafter referred to as "Youthful Services" and Board of County Commissioners of Muskogee County, Oklahoma, hereinafter referred to as Muskogee County.

WHEREAS, the Oklahoma State Legislature has mandated in 10 O.S. Section 1108 that the Board of County Commissioners of every county shall provide for temporary detention services and facilities in accordance with the provision of the State Plan for the Establishment of Juvenile Detention Services; and

WHEREAS, after January 1, 1998, no child may be detained in any jail; adult lockup or other adult detention facility except as provided in 10 O.S. Section 1107.1; and

WHEREAS, the Board of County Commission shall have authority pursuant to 10 O.S. Section 1108.4 to enter into a contract with and to pay a public agency, private agency, or the Board of County commissioners of another county for detention services in a detention facility and for alternatives to secure detention; and

WHEREAS, the Board of Sequoyah Enterprises, Inc., has contracted with the Board of County Commissioners of Leflore County to operate the Leflore County Juvenile Detention Center, Talihina, Oklahoma and Sequoyah Enterprises is willing to contract with other counties to provide detention services in said facility; and

WHEREAS, Muskogee County desires to contract with Sequoyah Enterprises for the purpose of detaining juveniles as the Leflore County Juvenile Detention Center, Talihina, Oklahoma.

It is hereby agreed as follow:

1. TERM

This agreement shall be in effect until June 30, 2022 provided, however, that in the event the respective Boards shall each approve a renewal of the agreement, on or before July 1 of each fiscal year, then this agreement shall remain in effect for each succeeding fiscal year. Either party may terminate this agreement at any time by giving the other party thirty (30) days written notice.

2. SERVICES

The parties hereby agree that Sequoyah Enterprises shall provide and make available to Muskogee County the detention services and facilities of the Leflore County Juvenile Detention Center on a space available basis as determined by Youth Services.

3. REFERRAL AND ADMISSIONS

It shall be the responsibility of Muskogee County authorities to initiate and obtain the detention authorization of said juvenile. Admissions shall be allowed upon oral order of the District Court provided a written order is entered and forwarded within twenty-four (24) hours or the next judicial day. Said order should include authorization for necessary medical care of the child.

All children referred to Leflore County Juvenile Detention Center for secure detention will be screened by Juvenile Services Unit or other designated persons and will be determined eligible for placement in a secure detention facility by utilizing the detention screening guidelines adopted by the State Judicial Oversight Committee on Juvenile Justice. All admissions must be cleared by Detention before transportation to the center.

4. JUDICIAL PROCEEDINGS AND OJA SERVICES

All judicial proceedings and Department of Juvenile Affairs services involving Muskogee County's children shall be the responsibility of the Courts of said Judicial District and Muskogee County to assure that any child sent to Leflore County Juvenile Detention Center for secure detention receives the legal services and representation he/she is entitled to under the law. Muskogee County should also arrange for frequent contact between the detained child and his/her OJA Worker.

It shall be the responsibility of Muskogee County to file a petition within five (5) judicial days after a child is taken into custody as set out in 10 O.S. Section 1104.1. It shall further be the responsibility of Muskogee County to provide Leflore County Juvenile Detention Center with a written judicial order for secure detention of a child, plus an order for a child to be released from detention, e.g., order to transport, release from detention. It shall further be the responsibility of _____ County to conduct all Court hearings as required by 10 O.S. Section 1107.1.

5. TRANSPORTATION

With the exception of transportation for emergency medical care, as set out in Paragraph 7, Muskogee County will provide all transportation, including to and from the center, for its children who are placed in the Leflore County Juvenile Detention Center.

6. NOTIFICATION

Prior to transporting any child to the Leflore County Juvenile Detention Center, it shall be the responsibility of Muskogee County to make reasonable efforts to inform the parents of the Leflore County Juvenile Detention Center's visiting hours and applicable rules.

7. MEDICAL ATTENTION

Any child detained in the Leflore County Juvenile Detention Center who requires emergency medical attention, due to developments arising after admission, will be taken to medical facilities in Latimer County by personnel of Leflore County and Sequoyah Enterprises. If the child is treated in Leflore County, the responsibility for payment for such services rests with the parents and/or Muskogee County.

If a child is under the influence of drugs or alcohol, Muskogee County shall be responsible for obtaining a medical clearance for said child to be detained.

8. REIMBURSEMENT

The parties agree that Sequoyah Enterprises, Inc. shall be reimbursed for its detention services by Muskogee County upon the presentation of a claim at the rate of thirty one dollars and 50 cents (\$31.50) a day per child. This amount represents fifteen percent (15%) of the Department of Juvenile Affairs approved operational cost of detaining a child.

Payments for services shall be made upon receipt of a claim submitted by Sequoyah Enterprises, Inc. to the Muskogee County Board of Commissioners. Reimbursements for same should be received no later than the last day of each month. Failure to pay services could result in termination of this agreement or suspension of secure detention services to Muskogee County until such time accounts are paid in full.

9. LIABILITY

The parties agree that each county shall be responsible for its own negligence, if any, in the delivery of services pursuant to this contract. Neither party, by executing this agreement, assumes any liability for neither acts of omission nor commission of the other. Sequoyah Enterprises, Inc. shall be liable only for the delivery of custodial services at the Leflore County Juvenile Detention Center and the Office of Juvenile Affairs and Leflore County shall retain all responsibility for the determination of the detention of it juveniles.

Approved as to form:

Approved this 18 day of OCT, 2021

Board of County Commissioners

Keithly Hoj
Chairman

[Signature]
Member

[Signature]
Member

[Signature]
Deputy County Clerk



Attest:

Sequoyah Enterprises, Inc.
305 E. Cincinnati
Muskogee, OK 74403

[Signature]
Jim Powell
Programs Director